

When recorded, return to:

T. Hethe Clark
CLARK WARDLE LLP
PO Box 639
Boise, ID 83702

FOR RECORDER'S INFORMATION ONLY

MAINTENANCE AND NO-BUILD EASEMENT AGREEMENT

This Maintenance and No-Build Easement Agreement (this "**Agreement**"), is entered into as of the date last written below (the "**Effective Date**"), between J H Wise Sons Company LLC, an Idaho limited liability company ("**Grantor**"), and Boulder Point Homeowners' Association, Inc., an Idaho non-profit corporation ("**Grantee**"), whose address is 1087 W. River Street, Suite 310, Boise, Idaho 93702, with respect to the following:

A. Grantor owns that certain property located in Ada County, State of Idaho ("**Grantor's Property**"), which is located adjacent to that certain residential development commonly known as Boulder Heights Estates Subdivision No. 8 (the "**Subdivision**"), which Subdivision is legally described on **Exhibit A** attached hereto and made a part hereof.

B. Grantee is the owner's association for the Subdivision and desires non-exclusive use of a portion of Grantor's Property described and depicted in **Exhibit B** attached hereto and made a part hereof (the "**Easement Area**") for the purposes set forth herein, including removing and performing maintenance on, as and when needed, vegetation in order in accordance with Firewise fire prevention principles and to create defensible space within the Easement Area and prevention of uses including irrigation, construction of any structures, and public gathering within the Easement Area, subject to all of the terms and conditions identified herein.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

a. Generally. Grantor grants to Grantee (and Grantee's individual members, agents, owners, employees, officers, principals, or designees (collectively, "**Grantee's Agents**")) a non-exclusive easement (the "**Easement**") to use the Easement Area for the following purposes:

- i. Removal and performance of maintenance of landscape within the Easement Area in accordance with Firewise fire prevention principles and the Boulder Heights Subdivision Fire Safety Plan which was approved by the Boise Fire Department and referenced in the applicable declaration of covenants, conditions, and restrictions for the Subdivision (as amended from time to time), and sufficient to create defensible space within the Easement Area;

- ii. Fencing maintenance, replacement, and repair; and
- iii. Maintenance, replacement, and repair of drainage conveyances and associated facilities located within the Easement Area.

b. **Restrictions on Grantor Use of Easement Area.** Grantor, its successors and assigns shall not permit or authorize access to or congregating by the public in the Easement Area, or use of the Easement Area for trails, pathways, or gathering spaces. Grantor shall not permit watering or irrigation of the Easement Area, nor shall Grantee permit the same by future residents of the Subdivision.

c. **Restrictions on Grantee Use.** In no event shall any improvements be constructed or allowed by Grantee or Grantee's successors in the Easement Area.

c. **Easement in Gross.** This Easement is personal to Grantee, and solely for the benefit of Grantee and Grantee's Agents. The term of this Easement shall in all other respects be perpetual and the obligations created herein shall run with the Easement Area.

d. **Grantor's Reserved Rights.** Grantor's use of the Easement Area shall not at any time conflict with or impair Grantee's use of the same or Grantee's operations on the Easement Area. Notwithstanding anything to the contrary contained herein, the Easement shall not provide Grantee or any of its individual members or owners or members of the general public to congregate or otherwise use the Easement for trails, pathways, or gathering spaces. No public dedication of the Easement Area is intended or created by this Agreement.

2. **AS IS/Assumption of Risk.** Grantee accepts the Easement Area in its "AS IS" condition together with all latent and patent defects and shall use the Easement Area completely at its own risk.

3. **No Improvements.** No facilities, improvements, irrigation, personal property, fixtures, buildings, structures, or any similar classification of property (collectively, "Improvements") may be placed on or around the Easement Area by Grantee or Grantee's Agents without Grantor's prior written consent which may be withheld in Grantor's sole and absolute discretion.

4. **Indemnification.** Grantor or Grantee (as applicable, the "Indemnifying Party") agrees to indemnify, defend, and hold the remaining party (the "Non-Indemnifying Party") harmless from and against any and all suits, claims, demands, actions, proceedings, judgments, injuries, personal property damage, penalties, liabilities, damages, losses, costs, or expenses of any kind or nature whatsoever including without limitation attorney's fees and related costs (all of the foregoing collectively being referred to herein as "Claims") arising directly or indirectly, in whole or in part, out of any of the following: (a) any violation of this Agreement by the Indemnifying Party or any agents, contractors, subcontractors, independent contractors, visitors, employees, invitees, or guests of the Indemnifying Party (collectively, the "Indemnifying Party's Agents"); or (b) any action (or failure to act), activities, uses and/or occupancy by the Indemnifying Party and/or Indemnifying Party's Agents in, on, or about Easement Area. The provisions of this Section 4 shall survive the termination, revocation, or expiration of this Agreement.

5. **Grantee's Agents.** All of Grantee's Agents shall use the Easement Area only in strict accordance with all of the terms and conditions of this Easement and Grantee shall be

liable for any failure of Grantee's Agents to abide by the same and such failure shall constitute a breach of this Agreement by Grantee.

6. **No Agency or Partnership.** This Agreement shall not be construed or deemed to create or give rise to any partnership, joint venture, agency, or employer-employee relationship between the parties hereto.

7. **Notices and Delivery.** Any notice, demand, request, consent or approval given under this Agreement shall be in writing and shall be deemed given and delivered on the date when personally delivered or, if mailed, four (4) days after deposit in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the appropriate party at the address set forth below:

GRANTOR:

J H Wise Sons Company LLC
3349 E. Red Stone Dr.
Boise, Idaho 83712

GRANTEE:

Boulder Point Homeowners' Association, Inc.
1087 W. River Street, Suite 310
Boise, ID 83702

The above addresses for Grantor and Grantee shall be effective unless and until changed by written notice given to the other party. The parties acknowledge and agree that notices hereunder must be personally delivered or mailed as provided above.

8. **Default.** Grantor or Grantee shall be deemed in default under this Agreement if Grantor or Grantee (the "**Defaulting Party**") fails to comply with any of the covenants, terms, or conditions of this Agreement, and such failure continues for twenty (20) days after the Defaulting Party's receipt of written notice thereof, provided however that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, the Defaulting Party shall not be deemed to be in default if the Defaulting Party, within such 20-day period, commences cure of such default and thereafter diligently prosecutes the same to completion.

9. **Miscellaneous.**

a. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. **Authority.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms.

c. **Waivers.** No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

e. **Attorneys' Fees and Costs.** In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees, and all other litigation related expenses, including, without limitation, court costs, expert fees, investigation, discovery, and travel fees (whether incurred at the trial, appellate or administrative level). All such fees shall be deemed to have accrued as of the commencement of such action and shall be in such amounts as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

f. **Survival.** Terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation, or expiration of this Agreement will so survive.

g. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Grantee's use of the Easement Area and supersedes all prior and contemporaneous offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

h. **No Presumptions Regarding Preparation of Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly it is the intention and agreement of the parties that the language, terms, and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

i. **Section Headings.** The headings and captions of the paragraphs and sections of this Agreement, and table of contents and/or index if included, are for convenience and reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.


j. **Exhibits.** All exhibits referenced herein are attached to the Agreement and incorporated into the terms of the Agreement.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below (the "Effective Date").

GRANTOR:

J H WISE SONS COMPANY LLC,
an Idaho limited liability company

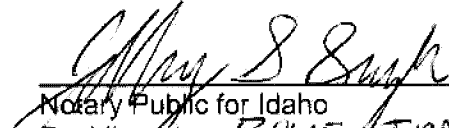

By: MANAGER,
Dated: 9-16-2020

STATE OF IDAHO)
) ss.
County of ALA)

On this 16 day of SEPTEMBER, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared HOMER WISE, known or identified to me to be the ~~MANAGING MEMBER~~ of J H Wise Sons Company LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

JEFFREY S SNYDER
COMM NO. 42684
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: JUNE 28, 2023


Notary Public for Idaho
Residing at BOISE, IDAHO
My commission expires: 6-28-2023

GRANTEE:

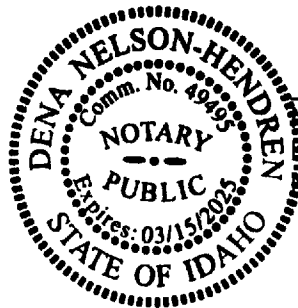
**BOULDER POINT HOMEOWNERS'
ASSOCIATION, INC.,**
an Idaho non-profit corporation

By: [Signature]
President
Dated: 9-17-20

STATE OF Idaho)
County of Ada) ss.

On this 17th day of September, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark Tate, known or identified to me to be the President of Boulder Point Homeowners' Association, Inc., Idaho non-profit corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said non-profit corporation, and acknowledged to me that such non-profit corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Idaho
My commission expires: 3.15.25

LIST OF EXHIBITS:

- Exhibit A – Legal Description of the Subdivision
- Exhibit B – Legal Description of the Easement Area

EXHIBIT A

Legal Description of the Subdivision

Description for
Boulder Heights Estates No 8
November 4, 2019

A parcel of land situated within the West 1/2 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the Section corner common to Sections 17, 18, 19, and 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, from which an Aluminum cap monument marking the East 1/4 corner of said Section 19 bears, South 01°01'33" East, 2,627.59 feet; thence along the North boundary line of said Section 19, North 85°23'37" West, 1,562.74 feet; thence leaving said North boundary line, South 04°36'23" West, 780.73 feet to the **REAL POINT OF BEGINNING;**

thence South 75°26'43" West, 97.73 feet;

thence 16.74 feet along the arc of a curve to the left having a radius of 170.50 feet, a central angle of 05°37'27" and a long chord which bears North 89°30'46" West, 16.73 feet;

thence South 02°19'29" East, 41.00 feet;

thence 48.17 feet along the arc of a curve to the left having a radius of 129.50 feet, a central angle of 21°18'42" and a long chord which bears South 77°01'10" West, 47.89 feet;

thence South 42°09'13" East, 136.99 feet;

thence South 34°23'59" West, 211.75 feet;

thence South 43°02'31" West, 115.68 feet;

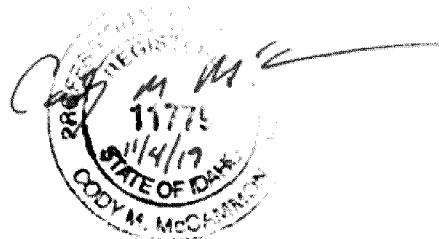
thence South 48°39'41" West, 109.55 feet;

thence South 36°33'08" West, 105.11 feet;

thence South 09°20'49" West, 96.35 feet;

thence South 11°28'41" East, 34.05 feet;

thence South 04°19'03" West, 102.58 feet;



thence South 17°28'09" West, 109.28 feet;

thence South 18°41'04" West, 86.76 feet;

thence South 87°39'02" East, 25.28 feet;

thence South 82°01'19" East, 105.29 feet;

thence South 88°05'53" East, 75.18 feet;

thence South 05°01'57" West, 162.00 feet;

thence South 05°03'31" East, 41.02 feet;

thence South 01°44'41" West, 130.64 feet;

thence South 89°44'23" West, 140.68 feet;

thence South 19°11'43" West, 37.86 feet;

thence 24.18 feet along the arc of a curve to the right having a radius of 140.50 feet, a central angle of 09°51'37" and a long chord which bears South 24°07'49" West, 24.15 feet;

thence North 60°56'23" West, 20.00 feet;

thence 42.26 feet along the arc of a curve to the right having a radius of 120.50 feet, a central angle of 20°05'34" and a long chord which bears South 39°06'24" West, 42.04 feet;

thence South 49°09'11" West, 128.70 feet;

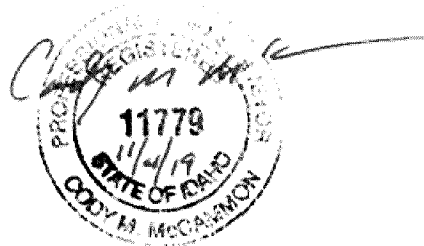
thence 306.66 feet along the arc of a curve to the right having a radius of 195.50 feet, a central angle of 89°52'26" and a long chord which bears North 85°54'36" West, 276.17 feet;

thence North 40°58'23" West, 157.71 feet;

thence 266.65 feet along the arc of a curve to the right having a radius of 420.50 feet, a central angle of 36°19'57" and a long chord which bears North 22°48'24" West, 262.20 feet;

thence North 04°38'25" West, 71.80 feet;

thence South 51°24'59" West, 152.03 feet;



thence South 22°06'10" West, 112.91 feet;

thence South 03°07'58" West, 65.44 feet;

thence South 13°22'47" East, 69.53 feet;

thence South 02°01'48" West, 224.55 feet;

thence South 51°05'00" West, 140.35 feet;

thence South 14°00'53" West, 163.09 feet to the South boundary line of the Southeast 1/4 of the Northwest 1/4 of said Section 19;

thence along said South boundary line, North 88°10'35" West, 189.57 feet to the exterior boundary of Warm Springs Mesa Subdivision No. 9, as filed in Book 30 of Plats at Page 1874 and 1875, Records of Ada County, Idaho;

thence along the exterior boundary of said Warm Springs Mesa Subdivision No. 9, North 11°57'15" East, 219.41 feet to the southeast corner of Warm Springs Mesa Subdivision No. 11, as filed in Book 39 of Plats at Page 3233 and 3234, Records of Ada County, Idaho;

thence continuing along the exterior boundary of said Warm Springs Mesa Subdivision No. 11, North 11°57'15" East, 84.98 feet to the Southwest corner of that certain parcel described in a Deed, recorded as Instrument No. 111018729, Records of Ada County, Idaho.

thence along the exterior boundary of said Deed the following three (3) courses and distances:

South 71°55'49" East, 40.00 feet;

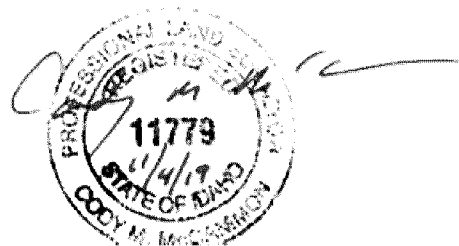
North 17°04'13" East, 81.12 feet;

North 63°18'29" West, 29.97 feet to the Southeast corner of that certain parcel described in a Deed, recorded as Instrument No. 95083736, Records of Ada County, Idaho.

thence along the exterior boundary of said Deed the following two (2) courses and distances:

North 31°17'43" East, 92.81 feet;

North 56°36'59" West, 10.01 feet to the Northeast corner of Lot 14, Block 12, said Warm Springs Mesa Subdivision No. 11;



thence along the exterior boundary of said Warm Springs Mesa Subdivision No. 11 the following three (3) courses and distances:

North 31°17'43" East, 300.08 feet;

North 32°10'03" East, 100.21 feet;

North 56°57'40" West, 121.81 feet to the Easterly right-of-way line of S. Ridge Point Way;

thence along said Easterly right-of-way line and continuing along the exterior boundary line of said Warm Springs Mesa Subdivision No. 11, North 33°16'56" East, 32.24 feet to the most Southerly corner of Warm Springs Mesa Subdivision No. 13, as filed in Book 45 of Plats at Pages 3725 and 3726, Records of Ada County, Idaho;

thence along the exterior boundary of said Warm Springs Mesa Subdivision No. 13 and continuing along said Easterly right-of-way line and the following two (2) courses and distances:

256.11 feet along the arc of a curve to the left having a radius of 225.00 feet, a central angle of 65°13'04" and a long chord which bears North 00°40'24" East, 242.51 feet;

43.14 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 123°34'48" and a long chord which bears North 29°51'16" East, 35.25 feet to the Southerly right-of-way line of S. Stone Ridge Way;

thence along said Southerly right-of-way line and continuing along the exterior boundary line of said Warm Springs Mesa Subdivision No. 13 the following two (2) courses and distances:

South 88°21'20" East, 78.00 feet;

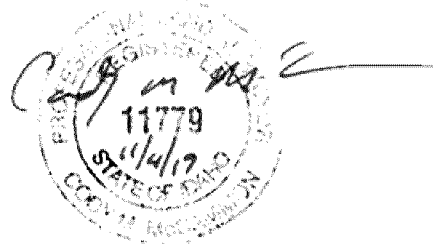
24.61 feet along the arc of a curve to the left having a radius of 161.12 feet, a central angle of 08°45'07" and a long chord which bears North 87°16'07" East, 24.59 feet;

thence leaving said Southerly right-of-way line and continuing along the exterior boundary line of said Warm Springs Mesa Subdivision No. 13 the following thirteen (13) courses and distances:

South 17°27'25" East, 119.11 feet;

North 72°32'14" East, 110.12 feet;

North 45°54'46" East, 116.00 feet;



North 20°19'29" East, 130.16 feet;

North 08°08'54" East, 134.79 feet;

North 32°22'26" East, 103.26 feet;

North 47°51'04" East, 121.15 feet;

North 72°54'25" East, 166.74 feet;

North 45°21'05" East, 151.59 feet;

North 33°16'38" East, 99.31 feet;

North 31°26'34" East, 94.77 feet;

North 58°10'53" West, 109.68 feet;

North 52°26'01" West, 50.24 feet to the Northeast corner of Warm Springs Mesa Subdivision No. 13B-Phase 1 as filed in Book 55 of Plats at Pages 5060 and 5061, Records of Ada County, Idaho;

thence along the Northerly boundary line of said Warm Springs Mesa Subdivision No. 13B-Phase 1, North 54°24'27" West, 107.48 feet to the Southeast corner of Warm Springs Mesa Subdivision No. 13B-Phase 3 as filed in Book 55 of Plats at Pages 5079 and 5080, Records of Ada County, Idaho;

thence along the Easterly boundary line of said Warm Springs Mesa Subdivision No. 13B-Phase 3 the following two (2) courses and distances:

North 48°02'06" East, 112.51 feet;

North 42°55'21" East, 107.92 feet to the Southeast corner of Lot 1, Block 6, Boulder Heights Subdivision as filed in Book 59 of Plats at Pages 5805 and 5806, Records of Ada County, Idaho;

thence along the Easterly boundary line of said Boulder Heights Subdivision, North 42°24'58" East, 135.51 feet to the exterior boundary of Boulder Heights Estates Subdivision No. 7, as filed in Book 111 of Plats at Pages 16091 through 16096, Records of Ada County, Idaho and the Southerly right-of-way line of S. Trent Point Way;

thence along the exterior boundary line of said Boulder Heights Estates Subdivision No. 7 and said Southerly right-of-way line the following two (2) courses and distance:



South 66°26'08" East, 7.82 feet;

47.85 feet along the arc of a curve to the right having a radius of 150.00 feet and a central angle of 18°16'39", and a long chord which bears South 57°17'48" East, 47.65 feet;

thence leaving said Southerly right-of-way line and continuing along the exterior boundary line of said Boulder Heights Estates Subdivision No. 7, North 41°50'32" East, 50.00 feet to the Easterly right-of-way line of S. Stone Ridge Way;

thence along said Easterly right-of-way line and continuing along the exterior boundary line of said Boulder Heights Estates Subdivision No. 7 the following three (3) courses and distance:

North 12°34'44" West, 23.27 feet;

North 23°00'00" East, 40.40 feet;

25.07 feet along the arc of a curve to the left, said curve having a radius of 146.00 feet, a central angle of 09°50'21" and a long chord which bears North 18°04'50" East, 25.04 feet;

thence leaving said exterior boundary line and Easterly right-of-way line, South 72°27'18" East, 141.34 feet;

thence South 14°33'17" East, 510.00 feet to the **REAL POINT OF BEGINNING**.

Containing 30.37 acres, more or less.

End of Description.



EXHIBIT B

Legal Description of the Easement Area

Boulder Heights Estates
Description for
HOMEOWNERS ASSOCIATION EASEMENT
April 8, 2020

A strip of land located in the Northeast 1/4 of Section 19, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the Center 1/4 corner of said Section 19 from which the 1/4 Section corner common to Sections 19 and 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, bears South 88°12'29" East, 2,648.19 feet; thence North 46°42'34" East, 735.18 feet to the **REAL POINT OF BEGINNING**;

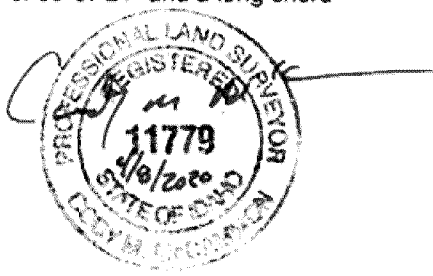
- thence North 19°11'43" East, 26.51 feet;
- thence North 89°44'23" East, 140.68 feet;
- thence North 74°30'59" East, 107.70 feet;
- thence North 60°29'37" East, 79.91 feet;
- thence North 76°39'01" East, 135.81 feet;
- thence North 83°38'51" East, 53.72 feet;
- thence South 87°56'59" East, 48.01 feet;
- thence South 79°20'40" East, 56.82 feet;
- thence South 70°38'52" East, 43.56 feet;
- thence South 61°27'28" East, 99.88 feet;
- thence South 69°38'30" East, 115.03 feet;
- thence South 77°41'29" East, 144.73 feet;
- thence North 61°19'14" East, 154.49 feet;
- thence North 43°06'01" East, 153.29 feet;
- thence North 30°44'16" East, 69.35 feet;



thence North 04°41'36" East, 54.63 feet;
thence North 14°01'29" West, 45.20 feet;
thence North 85°57'52" East, 51.94 feet;
thence North 69°02'01" East, 52.50 feet;
thence North 51°39'22" East, 54.67 feet;
thence North 34°01'44" East, 54.03 feet;
thence North 16°24'05" East, 54.67 feet;
thence North 01°51'32" West, 69.56 feet;
thence North 27°59'20" West, 69.56 feet;
thence North 54°13'50" West, 108.35 feet;
thence North 59°13'39" West, 75.77 feet;
thence North 50°41'26" West, 216.49 feet;
thence North 42°58'21" West, 72.00 feet;
thence North 41°01'45" West, 144.48 feet;
thence North 47°11'50" West, 74.55 feet;
thence North 49°30'00" West, 148.69 feet;
thence North 46°00'23" West, 148.00 feet;
thence North 42°48'12" West, 222.08 feet;
thence South 63°03'38" West, 89.74 feet;
thence North 14°33'17" West, 510.00 feet;

thence North 72°27'18" West, 141.34 feet to the Easterly right-of-way line of S. Stone Ridge Way;

thence on said Easterly right-of-way line, 25.37 feet along the arc of a curve to the left having a radius of 146.00 feet, a central angle of 09°57'21" and a long chord which bears North 08°10'59" East, 25.34 feet;



thence leaving said Easterly right-of-way line, South 72°27'18" East, 159.29 feet;

thence South 14°33'17" East, 492.74 feet;
thence North 63°03'38" East, 77.54 feet;
thence South 42°48'12" East, 240.27 feet;
thence South 46°00'23" East, 146.54 feet;
thence South 49°30'00" East, 148.43 feet;
thence South 47°11'50" East, 76.40 feet;
thence South 41°01'45" East, 145.40 feet;
thence South 42°58'21" East, 69.89 feet;
thence South 50°41'26" East, 212.94 feet;
thence South 59°13'39" East, 74.99 feet;
thence South 54°13'50" East, 115.27 feet;
thence South 27°59'20" East, 81.18 feet;
thence South 01°51'32" East, 79.37 feet;
thence South 16°24'05" West, 62.56 feet;
thence South 34°01'44" West, 61.78 feet;
thence South 51°39'22" West, 62.37 feet;
thence South 69°02'01" West, 60.04 feet;
thence South 85°57'52" West, 25.87 feet;
thence South 14°01'29" East, 19.53 feet;
thence South 04°41'36" West, 64.54 feet;
thence South 30°44'16" West, 77.83 feet;

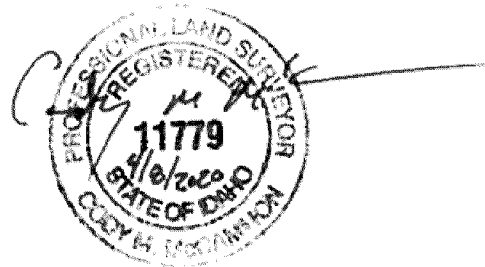


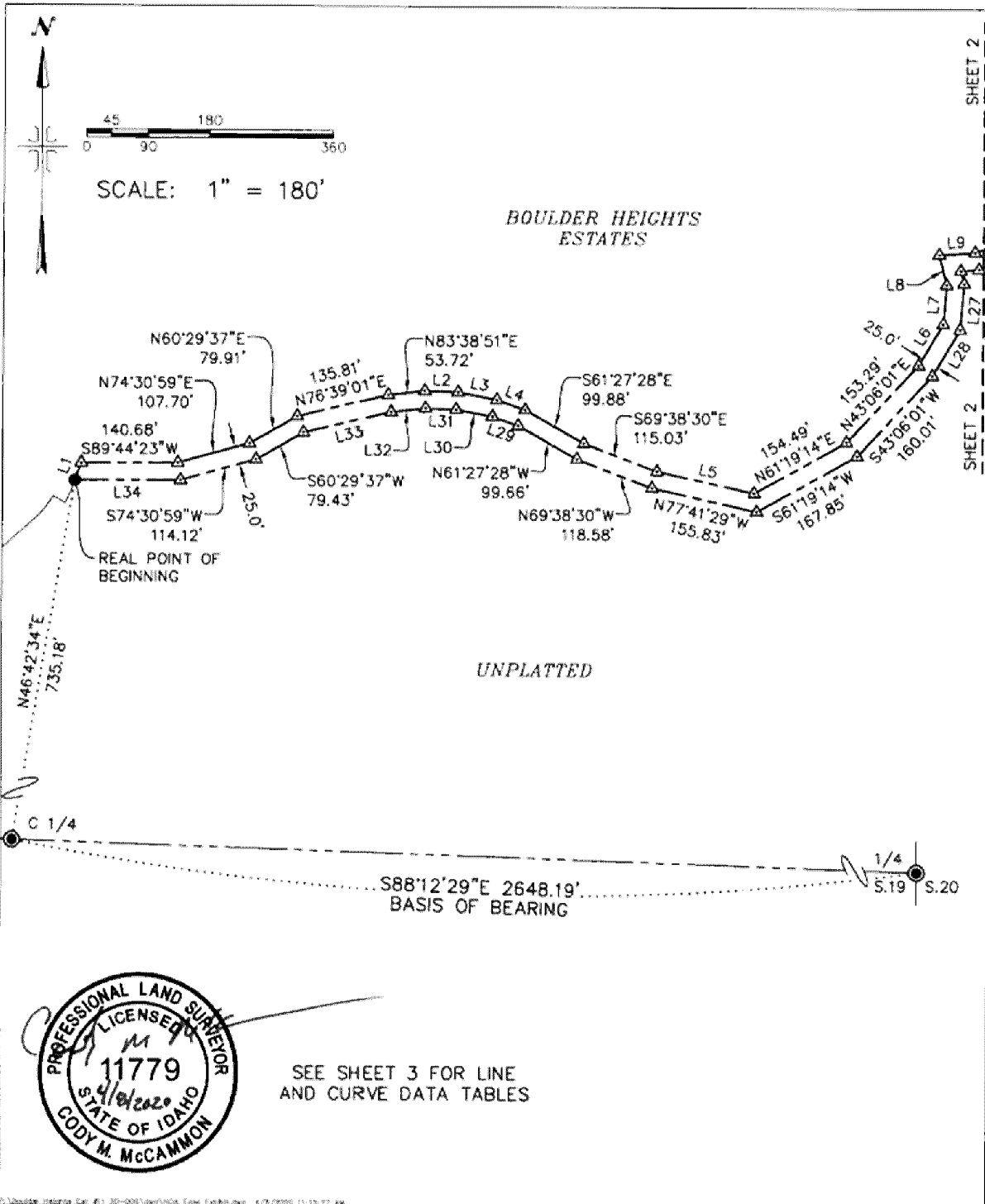
thence South 43°06'01" West, 160.01 feet;
thence South 61°19'14" West, 167.85 feet;
thence North 77°41'29" West, 155.83 feet;
thence North 69°38'30" West, 118.58 feet;
thence North 61°27'28" West, 99.66 feet;
thence North 70°38'52" West, 39.65 feet;
thence North 79°20'40" West, 53.04 feet;
thence North 87°56'59" West, 44.30 feet;
thence South 83°38'51" West, 50.36 feet;
thence South 76°39'01" West, 130.74 feet;
thence South 60°29'37" West, 79.43 feet;
thence South 74°30'59" West, 114.12 feet;

thence South 89°44'23" West, 152.86 feet to the **REAL POINT OF BEGINNING**.


Containing 2.23 acres, more or less.

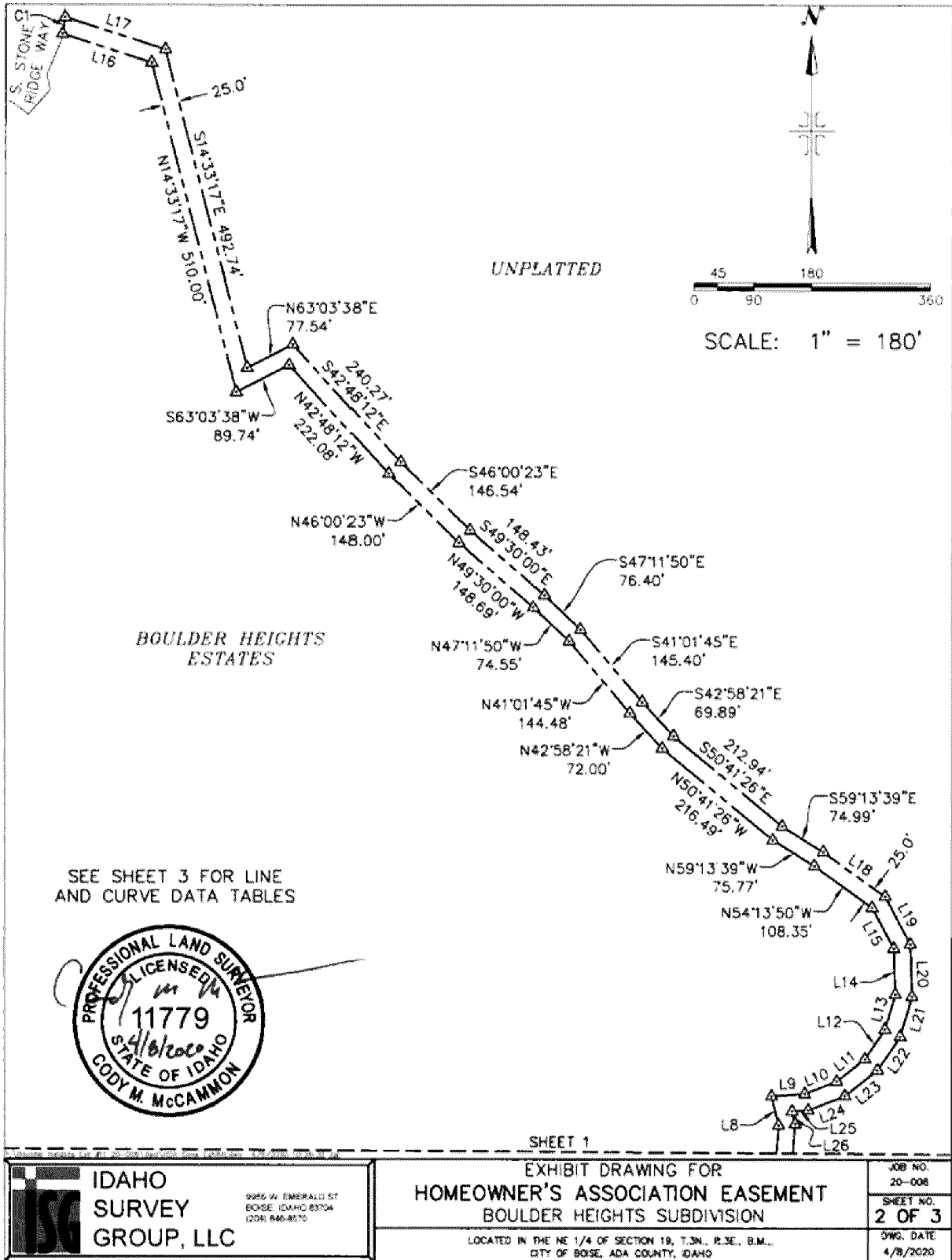
End of Description.





SEE SHEET 3 FOR LINE AND CURVE DATA TABLES

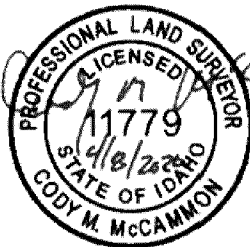
 IDAHO SURVEY GROUP, LLC <small>9955 W. EMERALD ST BOISE, IDAHO 83704 (208) 846-8570</small>	EXHIBIT DRAWING FOR HOMEOWNER'S ASSOCIATION EASEMENT BOULDER HEIGHTS SUBDIVISION <small>LOCATED IN THE NE 1/4 OF SECTION 19, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO</small>	<small>JOB NO.</small> 19-057
		<small>SHEET NO.</small> 1 OF 3
<small>DWG. DATE</small> 4/8/2020		



LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°11'43"W	26.51
L2	S87°56'59"E	48.01
L3	S79°20'40"E	56.82
L4	S70°38'52"E	43.56
L5	S77°41'29"E	144.73
L6	S30°44'16"W	69.35
L7	S4°41'36"W	54.63
L8	N14°01'29"W	45.20
L9	N85°57'52"E	51.94
L10	N69°02'01"E	52.50
L11	N51°39'22"E	54.67
L12	N34°01'44"E	54.03
L13	N16°24'05"E	54.67
L14	N1°51'32"W	69.56
L15	N27°59'20"W	69.56
L16	N72°27'18"W	141.34
L17	S72°27'18"E	159.29

LINE TABLE		
LINE	BEARING	LENGTH
L18	S54°13'50"E	115.27
L19	S27°59'20"E	81.18
L20	S1°51'32"E	79.37
L21	S16°24'05"W	62.56
L22	S34°01'44"W	61.78
L23	S51°39'22"W	62.37
L24	S69°02'01"W	60.04
L25	S85°57'52"W	25.87
L26	S14°01'29"E	19.53
L27	S4°41'36"W	64.54
L28	S30°44'16"W	77.83
L29	N70°38'52"W	39.65
L30	N79°20'40"W	53.04
L31	N87°56'59"W	44.30
L32	S83°38'51"W	50.36
L33	S76°39'01"W	130.74
L34	S89°44'23"W	153.53

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	25.37	146.00	9°57'21"	N8°10'59"E	25.34



IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST
 BOISE, IDAHO 83724
 (208) 846-8570

EXHIBIT DRAWING FOR
HOMEOWNER'S ASSOCIATION EASEMENT
BOULDER HEIGHTS SUBDIVISION
 LOCATED IN THE NE 1/4 OF SECTION 19, T.3N., R.3E., B.M.,
 CITY OF BOISE, ADA COUNTY, IDAHO

JOB NO.
20-006
 SHEET NO.
3 OF 3
 DWG DATE
4/8/2020